

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Yodle, Inc.		09/29/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3425967	CLICKRANK	
Registration Number:	3487482	YODLE	
Registration Number:	3479429	YODLE	
CORRESPONDENCE DATA			
Fax Number:	(302)636-5454		
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	930679		
NAME OF SUBMITTER:	Jean Paterson		

900203508

TRADEMARK
 REEL: 004634 FRAME: 0015

CH \$90.00 3425967

Signature:	/jep/
Date:	09/30/2011
Total Attachments: 9 source=9-30-11 YODLE INC-TM#page1.tif source=9-30-11 YODLE INC-TM#page2.tif source=9-30-11 YODLE INC-TM#page3.tif source=9-30-11 YODLE INC-TM#page4.tif source=9-30-11 YODLE INC-TM#page5.tif source=9-30-11 YODLE INC-TM#page6.tif source=9-30-11 YODLE INC-TM#page7.tif source=9-30-11 YODLE INC-TM#page8.tif source=9-30-11 YODLE INC-TM#page9.tif	

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

YODLE, INC.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: DELAWARE
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) SEPTEMBER 29, 2011

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: SILICON VALLEY BANK

Internal

Address: _____

Street Address: 3003 Tasman Drive

City: Santa Clara

State: CALIFORNIA

Country: _____ Zip: 95054

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☒ Corporation Citizenship CALIFORNIA
☐ Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

SEE EXHIBIT C

B. Trademark Registration No.(s)

SEE EXHIBIT C

Additional sheet(s) attached? ☐ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Corporation Service Company

Internal Address: Suite 210

Street Address: 1180 Avenue of the Americas

City: New York

State: NY Zip: 10036

Phone Number: 212-299-5600

Fax Number: 212-299-5656

Email Address: _____ ORDER# _____

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

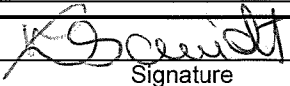
- ☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature

09/30/2011

Date

KATARZYNA SCHMIDT

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

9

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 29, 2011, by and between SILICON VALLEY BANK ("Bank") and YODLE, INC. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor and ProfitFuel, Inc. (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of May 22, 2007, as amended by a First Loan Modification Agreement by and between Bank and Grantor dated as of July 18, 2008, as amended by a Second Loan Modification Agreement by and between Bank and Grantor dated as of April 23, 2009, as amended by a Third Loan Modification Agreement by and between Bank and Grantor dated as of October 27, 2010, as amended by a Fourth Loan Modification Agreement by and between Bank and Grantor dated as of May 23, 2011, and as further amended by a Joinder and Fifth Loan Modification Agreement by and among Bank, Grantor, and ProfitFuel, Inc., dated as of even date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor and ProfitFuel, Inc., but only upon the condition, among others, that Grantor and ProfitFuel, Inc. shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor and ProfitFuel, Inc. under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its and ProfitFuel, Inc.'s obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its and ProfitFuel, Inc.'s obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

2. Any and all trade secrets, and any and all intellectual property rights in computer software (other than open source, publicly available or over the counter software) and computer software products now or hereafter existing, created, acquired or held;

3. Any and all design rights that are owned by Grantor now or hereafter existing, created, acquired or held;

4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

5. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

6. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

7. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

8. All licenses or other rights to use entered into by Grantor as licensor any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

50 West 23rd Street, 4th Floor
New York, New York 10010

Attn: _____

YODLE, INC.

By: *Robert M. A.*

Title: *Chief Financial Officer*

BANK:

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

SILICON VALLEY BANK

By: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

YODLE, INC.

50 West 23rd Street, 4th Floor
New York, New York 10010

By: _____

Title: _____

Attn: _____

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive
Santa Clara, CA 95054-1191

By: AL J. Jh

Title: Vice President

Attn: _____

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

The Company has filed with the United State Patent and Trademark Office a patent application titled "Methods and Apparatus for Generating an Online Marketing Campaign" on May 29, 2008. Yodle received a first Office Action with regard to this application wherein the Examiner rejected all of the claims. The initial deadline for responding to the Office Action was June 15, 2011 and Yodle filed its response on that date. Yodle received a Final Office Action on August 4, 2011 with regard to this application wherein the Examiner rejected all of the claims. Yodle intends to respond to the Final Office Action.

Application#:
12/129590

Application
Date: 5/29/08

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
CLICKRANK (U.S. – Class 35)	Registration# 3425967	Registration Date: 5/13/08
YODLE (U.S. – Classes 35 & 42)	Registration# 3487482	Registration Date: 8/19/08
YODLE (U.S. – Class 42)	Registration# 3479429	Registration Date: 8/5/08
YODLE (Canada)	Registration# TMA762,610	Registration Date: 3/24/10

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.